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AGREEMENT
BETWEEN
VILLAGE OF ENDICOTT
AND
ENDICOTT PROFESSIONAL FIRE FIGHTERS
I. A. F. F. LOCAL # 1280
2001 - 2004

Received
4/21/04

36

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AGREEMENT

THIS AGREEMENT, made and entered into the 28th Day of January , 2003, by and between the VILLAGE OF ENDICOTT, Broome County, New York a Municipal corporation organized and existing under the laws of the State of New York, alternatively hereinafter referred to as the Village, and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1280 a domestic corporation by and under the laws of the State of New York, hereinafter referred to as the Local.

WITNESETH

WHEREAS, both parties hereto are subject to the terms of the New York State Public Fair Employment Act, otherwise referred to as the Taylor Act, which was enacted by Chapter 392 of the Laws of 1967, which became effective September 1, 1967, and

WHEREAS, both parties hereto are desirous of conforming to the policy expressed by the Legislature in Section 200 of said Taylor Act, and

WHEREAS, the Local represent as evidenced by signed membership cards, members of the Fire Department of the village, and

WHEREAS, The Village has heretofore, by appropriate resolutions, recognized the Local as the exclusive bargaining agent under the terms of said Taylor Act for the members of the Fire Department.

NOW THEREFORE, in consideration of the premises and in consideration of the rights and duties mutually imposed upon the parties hereto by said Taylor Act, and in consideration of the covenants and promised hereinafter mutually made, expressed and imposed; IT IS HEREBY AGREED,

I. ASSOCIATION RECOGNITION AND CHECK OFF

A. The Village recognizes the Local as the sole and exclusive bargaining agent for full-time , paid, firefighting personnel of the fire Department with the ranks of Firefighter, Inspector, Lieutenant and Captain.

B. The Village shall deduct monthly from the pay of each member of the Fire Department who is a member of the Local and gives written consent for such deduction, dues as prescribed by the constitution, rules, regulations, and by-laws of the Local in such amount as thereby prescribed monthly and pay over the same to the Local, within five (5) days of such deduction.

II. DURATION

This Agreement will be effective June 1, 2001 through May 31, 2004

III. CONTINUANCE

In the event that no new agreement has been reached by the expiration date of this Agreement, this Agreement shall be honored by both parties until a new Agreement has been reached. If this clause is found to violate public policy by a court of competent jurisdiction then both parties will meet and discuss conditions for continuation if the contract expires. refer to conformity to Law Clause.

IV. CONFORMITY TO LAW

The terms of this contract shall not apply in any case where it is inconsistent with the constitutional, statutory, or other legal provisions. If any provisions in this agreement are found to be contrary to law by the Supreme Court of The United States, or by any court with competent jurisdiction from whose judgement or decree no appeal has been taken within the time provided for doing so, such provisions shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of those agreement shall remain in effect.

IT IS AGREED, BY AND BETWEEN THE PARTIES, THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT IT ' S IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS FORMALLY AND OFFICIALLY GRANTED APPROVAL.

V. PURPOSE

The general purpose of this agreement is to set the terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the parties.

Accordingly, officials representing the Village and the Firefighters Union Local 1280 will meet from time to time during the life of this agreement at the request of either and with mutual consent for the purpose of appraising problems which has arisen in the application, administration and interpretation of this agreements.

Such meeting shall not be for the purpose of conducting continuing negotiations nor in any way modify, add to or detract from the provisions of this agreement.

If through these meetings an issue surfaces which has not been addressed in negotiations which lead to this agreement then by mutual consent the issue may be opened for negotiations according to the procedures mutually agreed to at that time.

VI. PREVAILING INTEREST

All negotiable conditions enjoyed by the members at the time of the execution of this agreement, which are not displayed in this agreement shall remain in force. They shall not change in any manner without mutual written consent of both parties.

VII. RETIREMENT PLAN

The Village agrees to assume on behalf of all members of the Endicott Fire Department who are now or shall in the future become members of the New York State Retirement System all contributions required by said system. Such contributions shall be in addition to any previously assumed by the Village and shall be on the basis of the improved retirement benefits which are designated Sec.384.d and Sec. 375i of the Retirement and Social Security Law, commonly called the Special 20 Year Plan and 75i by the New York State Police and Fireman's Retirement System. III. The Village agrees to adopt Section 443(f) of the Retirement and Social Security Law providing for one year final average salary for Tier II Members of the Endicott Fire Department effective June 1, 2001. The Village shall be responsible for all contributions that is required by the New York State Retirement System.

VIII. SALARIES

The base salary schedule is set out below which shall form a part of, and be subject to all the provisions of the agreement, in accordance with the designate positions:

POSITION	2001-2002	2002-2003	2003-2004
3rd. grade (start)	\$24,379.10	\$25,232.37	\$26,115.50
3rd. grade (6 months)	\$30,526.08	\$31,594.50	\$32,700.30
2nd. grade (1 year)	\$34,129.85	\$35,324.40	\$36,560.75
1st. grade (2 years)	\$38,415.34	\$39,759.88	\$41,151.48
Inspector	\$40,679.05	\$42,102.81	\$43,576.41
Lieutenant	\$43,282.00	\$44,796.89	\$46,364.78
Captain	\$46,056.33	\$47,668.30	\$49,336.69

Commencing June 1, 2001, the base salaries for all positions covered by this Agreement will be increased by one and one half percent (1.5%), June 1, 2002, three and one half percent (3.5%), and June 1, 2003, three and one half percent (3.5%) as set out above.

IX. LONGEVITY

It is agreed by and between the parties that only those firefighters on staff on June 1, 1979 will receive longevity pay over and above the amounts in section VIII. Subject to the following conditions:

1. After 5 years - \$150.00
- After 10 years - \$300.00
- After 15 years - \$400.00
- After 20 years - \$600.00

1. Effective June 1, 1981 all firefighters due for longevity payment within the years 1982-83, 1983-84, 1984-85, 1985-86, 1986-87 will receive the payment which will come due during any one of the listed years.

2. The total payment will be added to each firefighter's 1981-82 yearly base salary. The new yearly base salary will be divided by 2080 hours to produce a new hourly rate.

3. The "hourly rate" for each member of the Fire Department shall be determined by the total of the base salary plus longevity for that matter, divided by 2080. NOTE: "2080 hours" is a 40 hour work week multiplied by 52 weeks per year.

4. Longevity pay will be effective on the date of the member's anniversary.

It is agreed that the "Base Pay" shall be the base annual salary for the normal 40 hour work week. It is also agreed that, so long as it is practical for the Village, the Fire Department, will work on a mutually acceptable form of the so-called "24 hour schedule" which shall be 24 hours on, 24 hours off, 24 hours on, and five (5) 24 hour days off for a trial period of one (1) year. A "schedule adjustment" will be added to the annual base pay that will cover the additional work hours necessary to implement the "24 hour schedule". The annual "schedule adjustment" for each member of the Fire Department will be an amount equal to ninety-six (96) times their base hourly rate plus longevity if applicable. Said annual "schedule adjustment" will be paid to all on duty members of the Fire Department, and such increment shall be removed after a 30 day absence from duty.

X. MEDICAL COVERAGE

The Village shall keep in full force and effect medical coverage and hospital coverage for each member of the bargaining unit, with benefits to be of value at least equivalent to those presently in force subject to the following conditions.

1. The parties agree that the current coverage for prescription drugs is \$5.00 for generic brands and \$10.00 for name brands.

2. The parties further agree that all bargaining unit members will contribute 11% (eleven percent) of premium toward the cost of health insurance premiums with a cap of Eight Hundred Dollars (\$800.00) the first year of the contract, Eight Hundred Dollars (\$800.00) the second year of the contract, and Eight Hundred Fifty Dollars the last year of the contract. For individual coverage, the caps shall be Four Hundred Dollars (\$400.00)

the first year, Four Hundred Dollars (\$400.00) the second year, and Four Hundred Twenty-Five Dollars (\$425.00) the third year. Contributions shall be deducted on a pre-tax basis utilizing IRC 125 program.

Note: On the changes of the health insurance, members will pay the difference of contributions from the old rate to the new rate retroactive to June 1, 2001 on a pro rata basis. Members will pay this through their retroactive money that is due to them on a pre-tax basis. The amount owed shall be agreeable to both parties. Notwithstanding the above, current members of the local with less than two (2) years of service will begin contributions at the new rates effective June 1, 2002.

3. The parties agree that the bargaining unit will appoint two unit members to a coalition committee administered by the Village whose purpose will to be study health insurance alternatives; interview providers, decide on policy terms and make such recommendations as necessary to the bargaining unit and other bargaining units, so as to accomplish the purpose of reducing future cost escalation in health care.

4. The parties further agree that the terms and conditions of the health care coverage subsequent to June 1, 1996 shall be subject to future negotiations between the parties; however, the exclusive remedy for such new coverage shall be mutual consent of the parties, (not subject to interest arbitration, absent which status quo persists).

5. **HEALTH INSURANCE BUYOUT** - The village shall pay for each active employee who elects not to participate in the Village of Endicott Family Health Insurance Plan a fixed sum of money, or prorated portion thereof, providing the employee can document access to other comparable paid coverage through an alternative employer or organization membership if the employee voluntarily waives his/her right to Village paid medical insurance.

For each year of the contract, the Village will pay the employee the maximum amount equal to the annual premium of the individual rate the Village pays on behalf of an eligible employee, less \$400.00 June 1 2001, less \$400.00 June 1 2002 and less \$425 June 1 2003 of the employees salary, to be adjusted as of September 30th of each year..

The employee who elects this alternative instead of participating in the Health Insurance Program shall inform the Village in writing by the fifteenth (15th) day of the month preceding the month they intend to begin participating in the program.

An employee who later elects this alternative Health Insurance Plan shall receive a sum of money, or part thereof, on the last pay of January, April, July, and October for the months which they elected participation.

The Health Insurance buyout is available only to employees who are currently insured. It is not available to employees who previously elected not to have health insurance.

An employee who later elects to participate in the Health Insurance Plan due to loss of alternate coverage shall inform the Village in writing, and the coverage shall begin immediately.

Employee shall be permitted to elect to participate in the Health Insurance Plan or alternatives only during Blue Cross/Blue Shield open enrollment periods.

6. Any employee of the bargaining unit who retires during the term of this Agreement shall upon

retirement contribute eleven (11%) percent of the annual health insurance premium with a cap of \$350.00 the first year, \$400.00 the second year, and \$450.00 the third year for individual insurance coverage, and \$650.00 the first year, \$700.00 the second year and \$750.00 per year, the third year of the contract for family coverage, for the duration of this Agreement. In the event of an increase in the health insurance premiums, the retired member shall contribute 10% of these additional cost, not to exceed an increase of \$100.00 over the figures state above..

XI. UNIFORM ALLOWANCE

All uniforms and equipment required of employees in the performance of their duties shall be furnished without cost to the employees by the employer. The issuance of uniforms shall be in direct control of the Chief and shall be paid directly by said Chief to the approved supplier. Said uniforms and equipment shall be maintained in good, safe and clean condition by the employee.

Each member shall also be reimbursed for the replacement of personal effects damaged in the performance of duty.

XII. OVERTIME

Members of the Fire Department shall receive additional compensation for all the time worked or on duty in excess of their regular schedule, at a time-and-one half rate of pay, as authorized and controlled by the Chief of The Endicott Fire Department. Members "held over" at the end of a regular shift shall be paid at time-and-one-half after twenty (20) minutes, Members called in prior to their regular shift starting time who then remain for their for their regular shift, shall be paid at time-and one-half for that early time on duty.

Members called in, scheduled, or required to work in excess of regular schedule shall be compensated at time and one half rate, or a minimum of four (4) hours straight time which ever is greater. Unit Members acknowledge the intent of this new language is directed at court time for Inspectors and any other unforeseen job assignments that are not covered under the original overtime language.

Emergency call-out time shall otherwise be compensated at a time-and-one-half rate, or minimum of four (4) straight-time hours, whichever is greater.

It is agreed by and between the parties that compensatory time off in lieu of overtime pay will be provided for unit members who do not request a cash payment according to the following:

1. Time may be accumulated at the rate of time and one-half (1 ½) for all hours worked (consistent with provisions of the Fair Labor Standard Act) to a maximum of two hundred sixty six (266) hours worked, four hundred (400) hours at time and one half.
2. Unit members requesting to take accrued compensatory time off shall be permitted to use it if the time off does not unduly disrupt the operations of the Village or result in compounding of compensatory time off. The only exception to this rule will be with regard to Modified (light) duty or sick leave. A minimum of 24 hours notice shall be required for unit members requesting compensatory time off.
3. Compensatory time off cannot be attached to accrued vacation and holiday time off without written

authorization of the department head.

4. Cash in and cash out by the employer shall be consistent with the terms of the fair Labor Standards act. No individual member will cash out accrued compensatory time of more than fifty (50) hours per pay period except in case of death or involuntary retirement or separation from service.

A mutually agreed upon policy shall be established as to the fair and equitable distribution of overtime and will be maintained by the Fire Chief.

XIII. FUTURE IMPACT ISSUES

1. *Professional Specialization:*

Members who have achieved certification, by the State of New York or other Governmental agencies, in many of the following professional specialties, will upon operation by the Village of a new revenue-generation program, outside the Village, utilizing those specialties and during assignment to perform them, the bargaining unit shall receive additional compensation as follows; fifteen percent (15%) of the gross revenues received by the Village. The Village shall divide the bargaining unit funds evenly among the membership and the amount of monies shall not be added to the base salary.

1. Municipal Training Officer
2. Code Enforcement Officer
3. Hazardous Material Officer
4. Public Education Specialist
5. Emergency Medical Technician
6. Technical Rescue Specialist
7. Fire Investigator
8. Bomb Technician

All certified people who the Village uses in any such program shall be full-time members of the Department, and any assignment to the program shall be based on interest in the program and an ability to perform the job. Either party to the contract may reopen negotiations regarding Professional Specialization only after June 1, 1997.

2. *Reduction in manpower:*

A. When the number of the full-time members of the Department (which is now 40) is reduced by voluntary retirement or otherwise, on each reduction of one person, the base annual compensation of the remaining full-time members shall be increased by \$340.00 to begin accruing immediately for payment six months later. For the purpose of this section the Chief and the Fire Marshall are not considered unit members. The

\$340.00 shall be increased by the same percentages as the negotiated salary increases. June 1st, 2002 the amount will be \$352.00. June 1st, 2003 the amount will be \$364.00.

B. The Village shall have a grace period of ninety (90) days, for reasons beyond their control, to fill any vacancies in the department. If after the ninetieth (90) day the position is not filled, compensation shall begin accruing, and shall be retroactive to the first (1) day.

C. If, after such increases have been paid, the number of full-time firefighters increases the stipends pay shall cease.

Zipper Clause:

The parties agree and acknowledge (a) that this Future Impact Issues section addresses all issues of impact bargaining that the parties raised or could of raised during the negotiations and impasse arbitration proceedings and (b) that it satisfied for the term of this agreement any obligations to bargain on impact issues.

XIV. DISPUTE RESOLUTION

All the issues and disagreements arising under Future Impact provision of this agreement that the parties are unable to resolve on their own shall be submitted to mediation and, if mediation fails to resolve all such questions, the issue will be resolved utilizing Article XXV of this agreement, Contract Administration and Grievance Procedure.

XV. OUT OF TITLE WORK

A. It shall be the policy of the Village and the Department that no member shall be required to perform services "out of title" except under emergency situations.

B. In the event a member is directed or assigned to such "out of title" work for more than one (1) day he shall be compensated for working in the position for the time worked, on a per diem basis, which shall reflect the difference between their regular salary and the salary which they would receive if promoted to the higher title.

XVI. EDUCATION BENEFITS

A. The Village will reimburse the tuition and lodging expenses (this only applies to lodging at the fire academies) for courses in Fire Science up to \$3000.00 per calendar year for firefighters who have successfully completed such courses with a college grade of C+ or better, or a Certificate of Completion issued by the New York State Office of Fire Prevention and Control, the New York State Fire Academy, or the United States Fire Academy. The \$3000.00 is a total amount allowed for the Department per calendar year, it is not per Firefighter. This benefit is for courses which are not normally provided for by the Village due to promotion, job specialization, or for maintaining certifications.

B. All classes eligible for reimbursement under Section A of this issue must first have joint approval of the Fire Marshal and the Municipal Training Officer of the Department. Any disputes that may arise from either the Fire Marshal or Municipal Training Officer not approving the course may be appealed to the Fire Chief. The Fire Chiefs decision shall be Final. The Fire Marshal and Municipal Training Officer will establish a mutually agreed upon procedure for applying for these benefits

C. Firefighters who earn college degrees in Fire Science will receive annual payments (not to be included

in base annual salary) of \$100.00 for an Associates Degree or \$200.00 for a Bachelors Degree

XVII. VACATIONS

Effective January 1, 2001, all members of the bargaining unit shall receive the following vacation periods.

After one year - three tours.

After five years - four tours.

After ten years - five tours.

Such vacation periods may be taken consecutively and members may exchange any portion of his vacation with another member, at the discretion and the approval of the Chief. Vacation will be determined by seniority within the platoon. Members with three tours vacation shall be permitted to sell back one tour per year, members with four or five tours of vacation shall be permitted to sell back two tours per year.

XVIII. HOLIDAYS

It is agreed to by and between the parties that all members of the bargaining unit will receive eleven (11) paid holidays a calendar year, equaling eighty-eight (88) hours.

Straight time payments for holidays will be paid on two dates, which are the 1st. pay period in May and the 1st. pay period in December. Payments will reflect five-and-one-half (5.5) paid days, equaling forty-four (44) hours for each of the two periods yearly.

XX. SICK LEAVE

A. A member shall be entitled to accumulate sick leave up to but not exceeding total of 150 days. Under the so-called "24" hour schedule, a member will be charged;

8 hours - for a 10 hour shift 0800/1800 hrs

12 hours - for a 14 hour shift 1800/0800 hrs

XX. BEREAVEMENT LEAVE

A member of the Fire Department shall be entitled to two (2) twenty-four(24) hour days off, with pay, in the event of a death in the immediate family. The definition of "immediate family" shall be interpreted to mean any person living as a member of the family in the same household or closely related by blood or marriage or significant other living under the same roof.

XXI. PERSONAL LEAVE

The Village agrees to grant two (2) twenty-four (24) hour days annually to each member of the Fire Department. These days will be non-accumulative and will not be deducted from accrued sick leave. Personal days will be granted by the Chief and a minimum of twenty-four (24) hours notice shall be required for unit members requesting personal leave. Personal Leave will result in no additional costs to the Village. Only one person shall be off on personal leave at one time. In event a unit member chooses not to utilize either or both

personal leave days , he shall be paid for the same within twenty-one (21) days of the request. Payment will be ten (10) hours for each twenty four(24) hours requested. Personal leave days will follow the contract year, June 1st through May 31st.

XXIII. DEATH BENEFIT

Unused and accumulated sick leave, overtime, vacation and holiday time shall be paid over to the member's surviving spouse or estate within thirty (30) days after termination of employment because of death.

XXIII. USE OF BULLETIN BOARDS

The Village shall provide a bulletin board for the exclusive use of the Local purpose of posting Local notices provided only that such notices shall be clearly identified as Local notices. Said board shall be located as mutually agreed upon by the Chief and the Local.

XXIV. RELEASE TIME FOR UNION BUSINESS

The Village will give release time with pay for officers and delegates, not exceeding three men in number, named by the Local, to attend the New York State Fire Fighters Conference and the International Association of Fire Fighters Conference, or seminars sponsored by the above organizations or the State of New York with regards to The Taylor Law or similar legislation, provided that no tour shall be shorted more than one man as a result of such release time and further provided that if such business shall take place while such member is off duty, they shall received no compensatory leave or pay.

Members of the Local, not exceeding four in number, designated by the Local to participate as a negotiating committee and /or fire labor management committee directly with the Village of Endicott or it's authorized representative or other committee required or necessary to conduct Local business under and/or pursuant to this Agreement directly with said Village or it's representatives, shall be given release time with pay.

The Village shall be notified at least five (5) days prior to the requested release time in accordance with paragraph B herein above.

The Village shall provide appropriate quarters for the holding of Local meetings or the conducting of Local business in the Fire building.

XXV. CONTRACT ADMINISTRATION AND GRIEVANCES

In the event of a dispute between the parties of the Agreement involving the interpretation of application of any provision of the Agreement, either party shall have the right to resolve the dispute in the following manner;

A. The dispute shall be presented within ten (10) calendar days of it's occurrence and discussed by the Fire Chief and the representative of Local. The Section aggrieved shall be spelled out in writing. If these discussions fail to produce a satisfactory agreement within five (5) calendar days, a written record of the dispute shall be made by each party to this Agreement. Such written record shall be forwarded within five (5) calendar days to the Mayor and the President of the Union.

B. The Mayor, or representative, shall discuss the dispute with the representative of the Local within seven (7) calendar days of receipt of the written record.

C. If the dispute is not settled within fourteen (14) calendar days, either party may take the dispute to arbitration upon the service of written notice to the other party of the intention to do so, said notice shall be served within ten (10) calendar days, otherwise the right of arbitration of such dispute shall be deemed waived.

1. Within five (5) work days after such written notice of submission to arbitration, the Village and the Association will agree upon a mutually acceptable arbitrator, competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators will be made to the American Arbitration Board or the State Mediation Board by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association or State Mediation Board.

2. The selected arbitrator will hear the matter promptly and will issue a decision no later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrators decision will be in writing and will set forth the findings of fact, reasoning and conclusion on the issues.

3. The arbitrator shall have no power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this agreement.

4. The decision of the arbitrator shall be final and binding upon all parties.

5. The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the Village and the bargaining unit.

Individual grievances of members of the department shall be continue to be resolved by joint meeting of the appropriate Local representatives and the Fire Chief.

XXVI. GENERAL PROVISIONS

A. Term of the Contract: This agreement shall expire May 31, 2004. Negotiations for renewal shall conform to the provisions of Article 14 of the Civil Service Law.

B. Fire Liaison Committee: A Fire Committee shall be established for the purpose of discussing at mutually agreeable times, matters of mutual concern, not to include an amendment of this Agreement. This Committee shall be limited to three (3) Village and (3) Local members and shall meet within fourteen (14) calendar days upon request of either party.

C. Savings Clause: This Agreement and all provisions therein are subject to applicable laws, and in the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of the Agreement shall remain in full force and effect, as if the invalid or illegal provision had not been part of this Agreement.

D. Amendments: No amendment of alteration of this agreement shall be binding unless it is written and signed by the Mayor and by a duly authorized representative of the Local.

E. Working Rules: Nothing herein shall be deemed to prohibit the adoption of rules by the Department for the operation of the Department, providing such rules do not conflict with any of the provisions of this Agreement.

F. Working Conditions: The village shall notify the Local at least thirty (30) days in advance of any change in working methods or working conditions, except where such change is required because of emergency or major disaster over which the Village has no control. Such changes will be posted by the Chief of the department. The Local shall be consulted in good faith with regard to such change.

G. Code of Ethics: Local 1280 is familiar and in agreement with the intent, definition, standards of conduct and penalties of the Code of Ethics of the Village of Endicott, as adopted by the Board of Trustees on February 8, 1971.

XXVII. SICK LEAVE BANK

A Sick leave bank will be established subject to the following:

A. A committee of five (5) will be called when written request for sick time is made to the Chief and the Union President. The committee will be called into being by the Union President within two weeks of the request.

B. The committee shall consist of the Chief (1) ; one (1) representative named by the Union; one (1) representative named by the Mayor; (2) representatives mutually agreed to by the Mayor and the Union President.

C. The committee will be chaired by one person mutually agreed to by the committee members.

D. The committee will act on the request which reflect major sick time loss and will be guided by past history of sick time use.

E. Sick time over that which has been earned will be granted only upon a vote of three (3) or more ayes. Any vote of less than three (3) ayes will result in rejection.

F. The vote will be by secret ballot.

G. The committee's action will be final and not subject to explanation, grievance procedure or arbitration. There will be no provision for appeal.

H. In cases when a member has used all sick time due to serious illness of reasonably long duration the committee may restore time provided that there is a payback provision. The time will be given by the Village and a record kept by the Chief. The recipient will be required to payback the time on a schedule established by the committee.

I. An account will be established whereby each member who has achieved 150 sick days as of the first day of this Agreement and on succeeding days will donate unused days to a pool. The pool will provide days for members who qualify for restored time.

K. All records will be kept by the Chief with a semiannual accounting made to the Union upon request of the Union President.

L. Copies of each transaction will be presented to all committee members and filed in the Chief's office.

M. Substitutes for committee members may be made by the Mayor in situations whereby a regular committee member cannot perform due to illness or absence.

The restructuring of the sick bank language shall be referred to a Labor Management committee due to the unknown sick days that were contributed to the sick bank pool account. This shall be done before the expiration of this contract May 31, 2004. At that time the new language shall be added to the contract and the old language dissolved.

XVIII. PROMOTION / APPOINTMENT

A member who fails to recommended for promotion shall be given a personal interview with the Chief. At that time the Chief and the member will discuss reasons for the absence of a recommendation. The discussion will take place within two (2) calendar weeks from the date of request. The request for a meeting must come from the member to the Chief in writing.

XXIX. LIABILITY INSURANCE

The Village will provide liability insurance (related to Village Employment) for each member of the Fire Department.

XXX. DEFERRED COMPENSATION

A. It agreed by and between the parties that the Village deferred compensation program presently in existence will be available to bargaining unit members.

B. The Village retains the exclusive right to determine the product available on a year to year basis.

XXXI. FIRE DEPARTMENT REGULATIONS

A. All rules and regulations of the Endicott Fire Department not covered in this Agreement shall be covered in General or Special Orders and by the published Endicott Fire Department Rule Book shall be published at least every five years. The Local shall be consulted in good faith to any revisions of the Rule Book.

B. All General and Special Orders shall be in writing, and signed by duly authorized officers of the Fire Department.

C. All Administrative verbal orders shall be followed by a written order within seventy two (72) hours to remain effective with proper authorization signatures, and shall be placed on Station bulletin boards, for a period not less than thirty (30) days

XXXII. DRUG AND ALCOHOL TESTING

The Union agrees to work diligently with the Village in the development of a Drug and Alcohol Testing Policy which can be agreed upon mutually. The policy shall be reviewed one year after its implementation, and any changes to the policy shall be mutually agreed upon by both parties.

XXXIII. PERFORMANCE EVALUATIONS

The Village and the Union agree to the implementation of a formal evaluation system for bargaining units members. Each employee shall be evaluated on an annual basis pursuant to the procedure that has been agreed upon between IAAF Local 1280 and the Village.

XXXIV. EMS STIPEND

Employees who participate in EMS Program shall receive an annual stipend of Seven Hundred Dollars (\$700.00) to be paid in three (3) equal installments, the first pay period of October, the first pay period of February, and the last pay period in May.

Any employee who participates for less than a full period, shall receive the stipend on a pro rated basis.

XXXV. SICK TIME INCENTIVE

Sick Time Incentive: on an annual basis each member hired after August 1 1981 shall be paid for not utilizing sick days in the following amounts

Days Utilized	Amount paid
0	\$800.00
1	\$650.00
2	\$450.00
3	\$250.00

XXXVI. SICK TIME EXCESSIVE USE

Sick Time-Excessive Use Definition: During the contract year (June 1st. thru May 31st.) Sick time utilized in more than 12 separate occasions may be considered excessive and may be grounds for initiating counseling and or disciplinary procedures. This program shall become effective June 1 2001

RATIFICATION

This agreement is executed on the ~~27~~²⁸ Day of January, 2003. By execution of this Agreement, the undersign represent that they have obtained all the necessary ratifications and approvals for their respective parties and are authorized to execute this Agreement and bind the parties thereto.

For the Union

J. P. Proulx 1-28-03

For the Village

Wm. A. Clavel 1/30/03

DISCLAIMER

The parties agreement to the provision that anticipate and address the impact of future managerial decisions that may reduce the number of full-time members of the Department (a) does not constitute Union endorsement of managerial policies that reduce manpower and (b) does not prevent individual members from exercising their right as citizens to express disagreement with those decisions. This provision is attached as a side letter to a full agreement.

For the Union:

For the Village:

John P. Pomeroy 1-28-03

Wm. M. Clark 1/29/03

MEMORANDUM OF UNDERSTANDING

The Union recognizes and understands the Village of Endicott's Quality Policy as follows:

Quality Policy Village of Endicott

Our goal is to provide and deliver quality municipal services to our community in the most efficient manner possible.

We will seek to understand and satisfy the expectations of our external and internal customers.

We will meet or exceed customer satisfaction provided in other municipalities.

We will continuously improve our customer satisfaction.

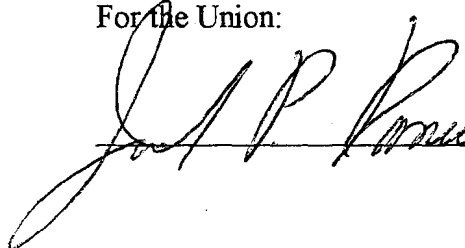
Quality will be integrated into every phase of the Village of Endicott's operations.

We will continuously strive for excellence as an organization and as individuals.

We will strive to make **Endicott** the best community in which to live and work.

This memorandum is attached to the full Agreement.

For the Union:

 1-28-03

For the Village:

 1/30/03

ADDENDUM A

AGREEMENT ON MANNING AND STAFFING OF ENDICOTT FIRE DEPARTMENT

I. CURRENT DEPARTMENT MANNING AND STAFFING

4 Captains
8 Lieutenants
4 Inspectors
24 Firefighters

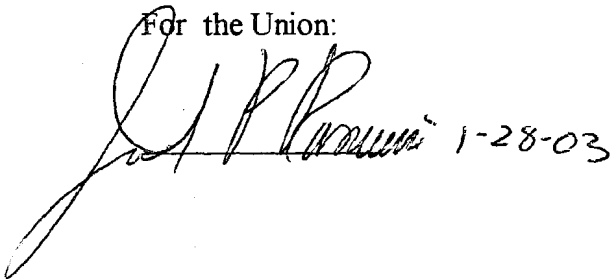
II. Lieutenants with the least time in the rank of Lieutenant per platoon, as determined by appointment date, or determined by civil service score in the case of multiple appointments, may be assigned to the Fire Marshals Office, to perform the duties of Lieutenant including Life Safety, Fire Prevention activities, and Code Enforcement.

III. A Lieutenant receives acting Captains pay pursuant to Article XV subsection B of the Contract between the Village of Endicott and Endicott Professional Firefighters I.A.F.F. Local # 1280 when the Captain is absent

IV. There will always be two officers, one of Captain or Acting Captains rank on duty at all times. No Lieutenant shall assume the position of acting Captain until they have completed the First Line Supervisors Training Course as required by New York State Law.

V. The Village and the Union agree that when firefighters are called in for maintaining manning levels, reasonable attempts will be made to the even distribute overtime

For the Union:

 1-28-03

For the Village:

 1/30/03